

10-0001562487-18

FLEET NATIONAL BANK

PAID
3-9-2006 SR

PROMISSORY NOTE

\$490,000.00

December 31, 2002

On DECEMBER 31, 2003 (the "Maturity Date"), for value received, MEDICURE PLUS INC., having its principal office at Suite 134, 784 Morris Turnpike, Short Hills, NJ 07078 (the "Borrower"), promises to pay to the order of FLEET NATIONAL BANK, having an office at 750 Walnut Avenue Cranford, NJ 07016 (the "Bank"), at such office of the Bank or at such other place as the holder hereof may from time to time appoint in writing, in lawful money of the United States of America in immediately available funds, the principal sum of FOUR HUNDRED NINETY THOUSAND AND 00/100 (\$490,000.00) Dollars or such lesser amount as may then be the aggregate unpaid principal balance of all loans made by the Bank to the Borrower hereunder (each a "Loan" and collectively the "Loans") as shown on the schedule attached to and made a part of this Note. The Borrower also promises to pay interest (computed on the basis of a 360 day year for actual days elapsed) at said office in like money on the unpaid principal amount of each Loan from time to time outstanding at a rate per annum, to be elected by the Borrower at the time each Loan is made, equal to either (i) a fluctuating rate equal to the Prime Rate, which rate will change when and as the Prime Rate changes and which such changes in the rate of interest resulting from changes in the Prime Rate shall take effect immediately without notice or demand of any kind (a Loan bearing interest at this rate is sometimes hereinafter called a "Prime Loan"), or (ii) a fixed rate of 0.75% per annum plus LIBOR for an Interest Period of 1, 2 or 3 months (a Loan bearing interest at this rate is sometimes hereinafter called a "LIBOR Loan"); provided, however, that (a) no Interest Period with respect to a LIBOR Loan shall extend beyond the Maturity Date, (b) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Business Day and (c) if prior to the end of any such Interest Period the Borrower and the Bank fail to agree upon a new Interest Period therefor so as to maintain such Loan as either a LIBOR Loan within the pertinent time set forth in Section 1 hereof, such LIBOR Loan shall automatically be converted into a Prime Loan at the end of such Interest Period and shall be maintained as such until a new Interest Period therefor is agreed upon. Interest on each Loan shall be payable monthly on the first day of each month commencing the first such day to occur after a Loan is made hereunder and, together with principal, on the Maturity Date. Interest on LIBOR Loans shall also be payable on the last day of each Interest Period applicable thereto. The Borrower further agrees that upon and following an Event of Default and/or after any stated or any accelerated maturity of Loans hereunder, all Loans shall bear interest (computed daily) at, (i) with respect to LIBOR Loans, a rate equal to the greater of 4% per annum in excess of the rate then applicable to LIBOR Loans and 4% per annum in excess of the rate then applicable to Prime Loans, payable on demand, and (ii) with respect to Prime Loans, a rate equal to 4% per annum in excess of the rate

(12)

Bank of America



Middle Market Banking
NUTRACEUTICAL REGULATORY

Bank of America
NYS-502-01-05
750 Walnut Avenue
Cranford, NJ 07016

June 9, 2005

Fax to 703-883-5411

Thomas J. Ernst, CEO
Medicare Plus Inc.

RE: Medicare Plus Inc.

Dear Tom,

Medicare Plus Inc. has been a customer of Fleet National Bank, a Bank of America company since August 2000. Average account balances in low seven figures.

Currently, Medicare Plus, Inc. maintains a mid six figure secured line of credit, with usage in the mid six figures.

We maintain a satisfactory relationship with Medicare Plus, Inc. and all transactions have been handled as agreed.

If you need anymore information regarding these accounts, please send written authorization to Credit Inquiry Services and FAX to 415-343-9315.

Sincerely,

Michael P. O'Brien
Sr. Vice President
Bank of America
750 Walnut Avenue
Cranford, NJ 07016
908-709-8846